

AGREEMENT

EVESHAM FIRE DISTRICT #1

And

EVESHAM FIRE OFFICERS  
2002-2005

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## **PREAMBLE**

THIS AGREEMENT entered into this seventeenth day of May 2002, by and between the Board of Fire Commissioners of the Township of Evesham, in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter called the "Board"), and the Evesham Fire Officers (hereinafter called the "Officers"), represents the complete and final understanding on all issues between the Board and the Officers that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

### **Article I. RECOGNITION**

- A. The Board hereby recognizes the Officers as the exclusive collective bargaining agent for all Officers at the ranks of Lieutenant and Captain who are full-time, paid Officers within the Evesham Fire District.
- B. This contract shall not cover persons who, by reason of their duties, are excluded by law from public employee bargaining.

### **Article II. MAINTENANCE OF OPERATIONS**

- A. It shall be the mutual objective of the Officers and the Board to provide for the uninterrupted fire protection and emergency medical services of the general public. The Officers agree that, during the term of this agreement, neither the Officers, nor anyone acting on its behalf will cause, authorize, support or take part in any work stoppage, slowdown, walkout or other job action against the Board. The Officers agree that such action would constitute a material breach of this agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Officers will actively discourage any strike, work stoppage, slowdown, walkout or other job action against the Board by Officers covered by this agreement.

### **Article III**

### **MANAGEMENT RIGHTS**

- A. The Board retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limited to the generality of the foregoing, the following rights:
- B. To manage and control administratively the Evesham Township Fire District No.1 and its properties and facilities and the activities of its employees; and
- C. To hire all employees and, subject to the provision of the Law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees; and
- D. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law.
- E. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.



## Article IV.

## HOURS AND PER DIEM

- A. The daily work period may be varied to meet the needs of the various job assignments within the department. It is agreed that there will be a total of at least one (1) hour per day provided for meal and break purposes. It is the intent of this section that the regular schedule be one hundred sixty to one hundred seventy-six (160-176) hours, depending on the assigned shift of forty (40), forty-two (42), or forty four (44) hours, during each twenty-eight day (28) period.
- B. It is recognized that the positions covered under this agreement are supervisory exempt positions under FSLA and thus overtime exempt. It is the intent of this agreement to recognize the unique nature of the various shift schedules and provide compensatory time off where appropriate. When an officer works in excess of their normally scheduled shift they will be entitled to compensatory time off at the rate of time and one half the time so worked. Scheduling will be done on a twenty-eight (28) day cycle while payroll will continue to be processed on a weekly basis.  
Additional work will be offered to the on-duty shift on a revolving seniority basis whenever practical. When excess-time requires unique skills, only those Officers with those skills will be offered the opportunity to work that time. It is the intent of this section to afford a reasonably even opportunity to participate in excess time to all Officers, however, off-duty officers will be utilized when on-duty Officers request to be relieved.
- C. Shift Differential will be paid at the rate of seven percent(7%) for hours scheduled and worked as part of a shift between 1800 to 0500 hours Monday through Friday and weekends.
- D. Supervisory Coverage: At any time three(3) or more employees are scheduled to work, a supervisor will also be scheduled to provide adequate supervision. Firefighter/Acting Officers will only be appointed when there are no off-duty supervisors available for call-in to duty.
- E. It is mutually agreed that it may be advantageous to the Board to have Officers respond to calls when not on duty. Such Officers are not required to respond except when recalled to duty. These voluntary responses will be treated as casual events for which compensatory time will be issued but may be treated as paid time at the discretion of the Board.

## **ARTICLE V.**

### **VACATION LEAVE**

- A. Annual vacation leave with pay shall be earned at the rate as follows:
- |                |                   |
|----------------|-------------------|
| a. 0-5 years   | 120 Hours Maximum |
| b. 6-10 years  | 144 Hours Maximum |
| c. 11-19 years | 160 Hours Maximum |
| d. 20 + years  | 200 Hours Maximum |
- B. Upon retirement or termination other than for disciplinary reasons, accrued and unused vacation leave can be returned for payment at the Officer's current pay rate with a maximum of three hundred twenty (320) hours, consistent with board policy and state statutes. Vacation accrual is on a current basis and is therefore pro-rated when the Officer leaves the employment of the Department. Officers terminating employment as a result of disciplinary action shall not be entitled to compensation associated with accumulated vacation leave. Vacation leave may be carried over in an amount not to exceed the amount earned in one year. The Board may approve additional carry over when appropriate.
- C. The Board will, with the Officer's consent in writing "buy back" or purchase up to 50 hours in 2001, 60 hours in 2002, 70 hours in 2003 and 80 hours thereafter of accrued leave (vacation, personal, and/or compensatory time) which shall relieve the officer of his right to exercise such leave in consideration of payment. Such payments will be made, at the Officers request, the first pay period in December. Any remaining accrued leave time may be carried over into the next succeeding year as requested by the Officer.
- C. For the purposes of this section, a vacation day shall be the same as the normally scheduled day.

## **Article VI**

### **HOLIDAY LEAVE**

- A. The board recognizes the following days as holidays:
1. New Year's Day
  2. Memorial Day
  3. Labor Day
  4. Independence Day
  5. Thanksgiving Day
  6. Day after Thanksgiving
  7. Christmas Day



- B. The five remaining holidays will be paid holidays with no time off. Such payments will be rolled into base pay and included in the weekly payroll. Effective January 1, 2003 the number of holidays under this section will be increased to six.
- C. For the purposes of this section, a holiday shall be the same as the normally scheduled day.

## **Article VII**

## **LEAVE OF ABSENCE**

- A. Leave of absence without pay: The Chief of the Department, with the Board's approval, may grant a request for a leave of absence without pay for periods not to exceed one (1) year, when such leave is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue during said leave. Upon termination of leave of absences, the Board will reinstate the Officer in the capacity in which he left at the rate of pay at which he left. During that period of absence, the Officer shall not engage in gainful employment in any industry without the express written consent of the Board of Fire Commissioners. Failure to comply with this provision shall result in termination of employment and forfeiture of all benefits. (Forfeiture of benefits by such employment shall not apply to an Officer desiring to attend school on a full time basis).
- B. Injury in the line of duty:
  - 1. Purpose: The parties desire to provide some measure of security for Fire Officers injured in the line of duty while foreclosing unlimited liability on the part of the Board to pay salary benefits. In line with this objective, the parties have negotiated this clause, which fairly balances both concerns.
  - 2. Provision: The parties agree to be conclusively bound by the determination of the Board's workers compensation insurance carrier or the Workers Compensation Court (in a contested matter) with respect to whether an injury occurred while "in the course of employment" pursuant to N.J.S. 34:15-1 et seq. Or "in the line of duty"; and for the purposes of this section those terms shall be identical.
  - 3. Board's Duty to Supplement Pay: While any Officer is prevented from performing the duties of his work by reason of an injury in the line of duty and is receiving temporary workers compensation benefits, such officer shall also receive supplemental payments by the Evesham Fire-Rescue Department equal to the difference between such benefits and the officer's regular rate of pay. Once begun, the Board's duty to sustain and Officer at this regular pay shall continue until terminated as hereinafter set forth.

4. Termination of Board's Duty to Supplement Pay: The Board's duty to supplement an Officer's workers compensation benefits or sustain an Officer at regular pay shall terminate as a result of any of the following events:

- a) Upon the Officers return to work
- b) If an Officer's temporary workers compensation benefits are terminated and the Officer refuses or maintains he is unable to return to work., the Board's duty to supplement pay may be terminated only after the Board's physician or his designate (who shall also be a licensed physician) conducts a hearing to determine the Officer's fitness to return to work at which time the hearer shall give great weight to medical evidence presented. If the hearer determines the Officer is fit to return to work, the Board's duty to supplement pay aforesaid shall terminate. If the hearer determines that the Officer is not fit to return to active fire work, notice of such determination shall be served by mail upon the Officer (and if represented, his attorney) whereupon the Board's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.
- c) The determination of the hearer shall conclusive and both parties agree that no right of appeal shall exist from such determination.
- d) If the Officer or the Board files an application for disability pension by reason of the Officer's inability to return to active duty, the Board shall continue to supplement pay or sustain an Officer at his regular pay until such application is determined or four (4) months following such application, whichever event first occurs.

C. Personal Leave: The Board will provide each Officer with three (3) days of Personal leave each year. Personal days do not accrue from year to year and are payable upon separation. For purposes of this section, a personal day shall be the same as normally scheduled day.

D. Bereavement Leave: A regular full-time Officer is excused from work if because of death in his "immediate family", as defined below, shall be paid his regular rate of pay for scheduled working hours missed during the four (4) days following the death. Time off with pay as provided in this Section shall be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. For purpose of this Article, "immediate family" is defined as an Officer's parents, grandparents, spouse, children, brother, sister, ward, father-in-law, mother-in-law, sister-in-law and/or brother-in-law. One day



of funeral leave shall be granted for the death of any Officer's niece, nephew, aunt, uncle or cousin or an Officer's spouse's niece, nephew, aunt, uncle, cousin or grandparents.

## Article VIII

## HEALTH AND WELFARE

- A. The Board shall provide each Officer and his/her family, at no cost to the officer, the same level of benefits, currently provided by the Township of Evesham to the employees of the Evesham Township Police Department, including:

5/20/05

Telecom from

Dolores White

ic and \$5.00 for

Co-pay for Prescription

ic and \$7.00 for

will not go up

in July 2005 as

ic and \$10.00

contract allows.

ic and \$15.00

B.

continue  
oup rates.

C.

PRIME TIME DRUGS, Inc.

AMERICAN PHARMACEUTICAL ASSOCIATION  
The American Drug Industry  
American Drug Manufacturers Association  
American Pharmaceutical Manufacturers Association

shall reimburse  
it of medical  
medical insurance.

- D. Legal Defense: Any Officer who is a defendant in any action or legal proceeding arising out of or incidental to the performance of this duties shall be entitled to full legal representation as appointed by the Board. The Board shall not pay legal fees for any Officer who is found guilty of an indictable offense.
- E. The Officer shall be enrolled, if eligible, and entitled to all those benefits as outlined in the New Jersey Police and Fireman's Retirement System (NJ-PFRS).
- F. Physical Fitness: Officers shall participate in one hour per day of physical fitness activities. Officers are encouraged to participate in their own program on holidays and other off duty periods.

## Article IX. SALARIES

- A. The attached Salary Guides (Appendix A-1 through A-5) hereby made part of this agreement effective January 1, 2002 until December 31, 2005.
- B. Call-in-time: Any Officer called in to work from off duty shall receive a minimum of three (3) hours pay or compensatory time off at the discretion of the Officer.
- C. Residential Stipend: Each Officer that resides within the Township of Evesham shall be entitled to residential stipend payments of one percent (1%) of their annual salary each year. Such payments will be made the first pay period in December.
- D. Longevity payments will be included in base salary after nine (9) years of service and after fifteen (15) years of service as follows:
 

1. Year 2002	9 Yrs. \$1000	15 Yrs. \$1250
2. Year 2003	9 Yrs. \$1250	15 Yrs. \$1500
3. Year 2004	9 Yrs. \$1500	15 Yrs. \$1750
4. Year 2005	9 Yrs. \$1500	15 Yrs. \$1750

## Article X. SICK LEAVE

- A. All Officers shall earn one hundred twenty (120) hours of paid sick leave annually. Officers retiring or resigning will be compensated fifty (50%) percent of their accrued sick leave up to four hundred and eighty (480) hours. Officers terminating employment as a result of disciplinary action shall not be entitled to compensation associated with sick leave accumulated in the current calendar year, however, said Officers would be entitled to compensation associated with sick leave accumulated prior to January of the year of termination.



- B. Sick leave may be taken for personal illness, family illness or quarantine. For the purposes of this section, a sick day shall be the same as a normally scheduled day. Other employment during regularly scheduled hours while on sick leave will be subject to dismissal.
- C. Officers, with the Board's approval, may transfer unused sick leave to another Officer within the department. The Board shall not unreasonably withhold such approval.

## **Article XI. TRAINING and EDUCATION**

- A. The Board, upon the prior approval of the Fire Chief, will pay the tuition and book expenses of any Officer furthering his education by taking courses or enrolling in a degree program in an emergency services related field. Emergency services courses are defined as college level courses directly associated with a degree program in emergency services or management at an accredited college.
- B. The Board will only provide compensation, which, in conjunction with financial aid or compensation received from other sources, will defray tuition and book expenses. The Board will not, in conjunction with financial aid and compensation received from other sources, provide compensation when such combined payments would exceed actual tuition and book expenses.
- C. In order to receive education assistance as provided in paragraph (A) and (B), it shall be necessary for the Officer to submit appropriate cost estimates, a requests for training form, and if requested, evidence of attendance to the Fire Chief.
- D. The department shall make every attempt to provide continuing education necessary for maintenance of licenses and certifications for the Uniform Fire Safety Act, Uniform Construction Code, Emergency Medical Technician, Fire Instructor, and such others as may be required to function as an Officer of the fire department.

## **Article XII. PAYMENT AT HIGHER RANK**

- A. Any Officer assigned to a higher rank or performing the duties of a higher rank for a period not exceeding thirty (30) consecutive days shall not be entitled to additional compensation.
- B. Any Officer assigned to a higher rank or performing the duties of a higher rank for a period in excess of thirty (30) days shall be compensated at a rate equal to that rank, along with any and all attendant benefits, until such time that Officer is reassigned to his previous duties.



## Article XIII.

## GRIEVANCE PROCEDURE

- A. The following procedure shall govern grievance or complaint by an Officer:
  - 1. First discuss the matter with his/her supervisor.
  - 2. Second, if necessary, discuss the matter with the Department Head.
  - 3. Third, if necessary, discuss the matter with the Board.
- B. The Board shall be the final arbiter of all grievances and complaints, and shall be considered final except as may be provided in any valid labor agreement and arbitration.
- C. Definitions:
  - 1. Grievance: Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of Officers covered under this agreement and may be raised by an individual, a group of individuals, or the Board.
  - 2. Grievance Committee: For purposes of this agreement, "grievance committee" shall mean that group of Officers duly appointed to review the Officer's grievance(s).
  - 3. Department Head: For purposes of this agreement, "Department Head" shall mean the Fire Chief or Fire Marshal as appropriate.
- D. Determination by Department Head
  - 1. Referral to the Department Head: If the grievance is not settled by the Supervisor to the Officer's satisfaction within seven (7) calendar days and such grievance concerns the interpretation, application or alleged violation of this contract only, the aggrieved party may make a written request with five (5) calendar days to the Department Head for review.
  - 2. Decision by the Department Head: The Department Head shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the Officers and complainant.
- E. Determination by the Board of Fire Commissioners
  - 1. Appeal to the Board: In the event the aggrieved party is unsatisfied with determination by the Department Head, the complainant or the Officers may serve a copy of the original complaint upon the Board of Fire Commissioners within five (5) days of the decision of the Department Head.
  - 2. Decision by the Board: The Board of Fire Commissioners shall render a written copy of their decision to both the Officers and the complainant within ten (10) working days of receipt of complaint.

- F. Determination by Arbitration
1. Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Board of Fire Commissioners, then the aggrieved party or the Officers may request a arbitrator within ten (10) calendar days of receipt of the Boards determined action through the Offices of the Public Employees Relations Commission.
  2. Choice of Arbitrator: Upon receipt of the list of arbitrators from the Public Employees Relations Commission, the aggrieved party and the Board shall mutually agree on the selection of arbitrator.
  3. Cost of Arbitration:
    - a. In the event the aggrieved party is a member of the Officers Association at the time of the occurrence of the action complained of, the costs of the arbitration shall be shared equally by the Board and the Officers.
    - b. In the event that the aggrieved party not be a member of the Officers Association at the time of the occurrence of the action complained of, the Officers shall bear no responsibility for arbitration cost and the grieving party shall pay half the costs.
    - c. Any other expenses incurred by the parties shall be the respective party's responsibility.
    - d. In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking any merit or sufficiency so as to be deemed frivolous, the arbitrator in his sole discretion may assess reasonable counsel fees to costs upon said party.
  4. Effect of Arbitration:
    - a. The decision of the arbitrator shall be binding upon both parties.

## Article XIV.

## MISCELLANEOUS

- A. Promotions into the Unit:  
When it is necessary to promote an employee into this unit from another unit the following procedure will be followed. The promoted employee will receive placement on the appropriate step of the salary guide with a minimum increase of 5% or when such placement on the appropriate step of the salary guide would produce an increase in excess of 10%, the employee will receive at least a 10% increase. In addition, the employee will receive accelerated pay increases every six (6) months until reaching the appropriate step on the salary guide. In no case will it take longer than 24 month to reach the proper step on the salary guide.
- B. It is agreed that there will be an equipment/clothing maintenance allowance effective as follows:
- |              |          |              |                            |
|--------------|----------|--------------|----------------------------|
| July 1, 2002 | \$175.00 | July 1, 2003 | \$200.00                   |
| July 1, 2004 | \$225.00 | July 1, 2005 | <del>\$250.00</del> 300.00 |
- This allowance shall be paid in a lump sum payment in the pay period immediately after July 1<sup>st</sup> of each year.



**Article XV.**

**FULLY BARGAINED PROVISION**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Re-negotiations may commence only upon the written request of both parties hereto.

**Article XVI.**

**TERM AND RENEWAL**

- A. This Agreement shall be in full force and effect as of January 1, 2002 and shall remain into effect up to and including December 31, 2005.
- B. The terms and conditions contained herein shall be given retroactive effect, as though the Agreement was commenced on January 1, 2002 unless otherwise specified herein.
- C. The above parties shall commence contract negotiations one hundred twenty (120) days prior to the termination of this Agreement.

**Article XVII.**

**WITNESS**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on the day and year first above written.

Evesham Fire Officers

Board of Fire Commissioners  
Evesham Fire District No.1

By: 

By: 

Attest: 

Attest: 



[illegible]

[illegible]



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## EVESHAM FIRE-RESCUE

### MEMORANDUM

TO: Luane Hayden, Board Clerk  
FROM: Commissioner O'Malley  
DATE: May 30, 2002  
SUBJECT: Officers Pay Questions

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Per our telephone conversation, please be advised that under Article IX, Section B of the Officer's Contract, it should read:

"Call-in Time: Any officer called into work from off-duty shall receive a minimum of three (3) hours pay or compensatory time off, at the discretion of the officer at a rate of time and a half."  
Please process accordingly.

In addition, we will need to somehow note on the time sheets which option the officer selects – pay or compensatory time off – can you make that happen?

Further to our discussion, under Article IV, Section B, when an officer works in excess of their normally scheduled shift, they will receive comp time, also at a rate of time and a half.

Lastly, under Article IV, Section E, when an officer voluntarily responds to a call when not on duty, these events will be treated as comp time.

Should you have any further questions, please give me a call.

EOM/kg

c: Board of Fire Commissioners  
Captain David Knott






# EVESHAM TOWNSHIP FIRE DISTRICT NO. 1


*Bureau of Fire Prevention*


P.O. Box 276 • 984 Tuckerton Road • Evesham, New Jersey 08053 • 856/983-2750

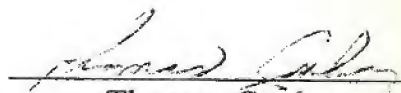
November 3, 2004

The Evesham Board of Fire Commissioners hereby recognizes the Evesham Fire Officers/New Jersey FMBA Local 115 as the exclusive collective bargaining agent for all Officers at the ranks of Lieutenant and Captain who are full time paid Officers.

  
\_\_\_\_\_  
David Knott  
President

  
\_\_\_\_\_  
Robert W. Costello  
President

  
\_\_\_\_\_  
John Behnke  
Vice President

  
\_\_\_\_\_  
Thomas Conkey  
Vice President